



## MEMORANDUM

**TO:** Mayor Diane Wolfe Marlin and Members of City Council  
**FROM:** Scott R. Tess, Sustainability & Resilience Officer  
**DATE:** January 18, 2021  
**RE:** Landfill Solar Easements

### Action Requested

Consideration of ordinances authorizing the following:

1. FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (Central)
2. FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (Central)
3. FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (East)
4. FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (East)
5. EASEMENT (Electric) with Ameren Illinois

### Background and Facts

On March 23, 2020 City Council approved A Resolution Approving A Solar Facility Ground Lease With Solar Star Urbana Landfill East, LLC and A Resolution Approving A Solar Facility Ground Lease With Solar Star Urbana Landfill Central, LLC.

As engineering and design have been developed further, the solar developers found a need to make a small amendment to the portion of the closed landfill that will be subject to an easement granted to the developers. The expanded easement is needed to locate utility poles along the existing internal road. The utility poles will host mounted electrical equipment needed for the solar array. The poles will not impact any City, Landscape Recycling Center, or Champaign-Urbana Solid Waste Disposal System operations at the site.

Additionally, Ameren Illinois, will also need an easement to access the pole-mounted electrical equipment.

### Financial Impact

There is no financial impact resulting from these amendments.

### Recommendations

It is recommended that:

ADMINISTRATION • ARBOR • ENGINEERING • ENVIRONMENTAL MANAGEMENT  
EQUIPMENT SERVICES • OPERATIONS • PUBLIC FACILITIES

1. Ordinance Approving an Amendment to a Solar Facility Ground Lease (Central)
2. Ordinance Approving an Amendment to a Solar Facility Ground Lease (East)
3. Ordinance Approving an Easement with Ameren Illinois

be approved.

**AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY  
GROUND LEASE WITH SOLAR STAR URBANA LANDFILL CENTRAL, LLC**

(Lease for Construction and Operation of Solar Array on Central Portion of Landfill)

WHEREAS, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the City Council for the City of Urbana, Illinois, has a strong interest in fostering the development and use of sustainable, non-fossil fuel energy sources including, but not limited to, energy generated by solar power arrays; and

WHEREAS, the City owns certain property commonly known as the “Urbana Landfill Complex,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois (hereinafter, the “Landfill”); and

WHEREAS, for a period of years the Landfill operated as a landfill which operation ended decades ago; and

WHEREAS, the landfill operation on the Landfill was closed in accordance with then applicable environmental state and federal statutes, rules, and regulations; and

WHEREAS, the City has maintained the Landfill since the same was closed; and

WHEREAS, since the closing, the portion of the Landfill subject to this ordinance has provided little or no economic value to the City; and

WHEREAS, Urbana City Council approved An Ordinance Authorizing the Lease of Certain Real Estate to Solar Star Urbana Landfill Central, LLC on April 13, 2020; and

WHEREAS, the lease agreement provides that Solar Star Urbana Landfill Central, LLC would pay to the City a one-time lump sum of \$300,000 for a 15-year lease period; and

WHEREAS, the City Council deems it appropriate, consistent with its goal of fostering the development and maintenance of sustainable, non-fossil fuel energy including solar power for the City to amend a Solar Facility Ground Lease with Solar Star Urbana Landfill Central, LLC in substantially the form appended hereto and made a part hereof as Exhibit A and the exhibits appended to such Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:**

**Section 1.** The FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (Central) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (Central), as well as the exhibits appended thereto and incorporated therein in substantially the form appended hereto Exhibit A and incorporated herein by reference, shall be and the same is hereby authorized and approved.

**Section 2.** The Mayor of the City of Urbana, Illinois, shall be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois, and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said execution of the FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (Central) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (Central) as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR OF THE CITY OF URBANA, ILLINOIS** this \_\_\_\_\_ Day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor.

**FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE**  
**(CENTRAL)**

THIS FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of \_\_\_\_\_, 2021 by and between City of Urbana, Illinois, a municipal corporation and body politic (“**Landlord**”), and Solar Star Urbana Landfill Central, LLC, a Delaware limited liability company (“**Tenant**”).

**RECITALS**

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant now desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Lease is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

LANDLORD:

City of Urbana, Illinois

By: \_\_\_\_\_  
Name: Diane Wolfe Marlin  
Title: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

Solar Star Urbana Landfill Central, LLC,  
a Delaware limited liability company  
By: Nexamp Capital, LLC  
a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: John T. Murphy  
Title: Senior Vice President

**EXHIBIT A**

**Description of the Property**

**LEASED LAND LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 877.01 FEET TO A LINE BEING PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 86.28 FEET TO A LINE PARALLEL WITH AND 86.28 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 334.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 487.81 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 119.57 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 40.22 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST, A DISTANCE OF 576.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 19 SECONDS EAST, A DISTANCE OF 511.80 FEET; THENCE SOUTH 15 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 259.65 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 54 SECONDS EAST, A DISTANCE OF 38.61 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 86.87 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 1 DEGREES 1 MINUTES 37 SECONDS EAST, A DISTANCE OF 78.63 FEET; THENCE SOUTH 8 DEGREES 6 MINUTES 37 SECONDS WEST, A DISTANCE OF 76.10 FEET; THENCE SOUTH 0 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 187.50 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.

**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 45.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 48 MINUTES 36 SECONDS WEST, A DISTANCE OF 86.28 FEET;



THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 497.43 FEET; THENCE NORTH 0 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 187.50 FEET; THENCE NORTH 8 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 76.10 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 78.63 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 26.27 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 44.04 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 04 SECONDS EAST, A DISTANCE OF 61.92 FEET; THENCE SOUTH 44 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 65.31 FEET; THENCE 1 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 35 SECONDS EAST, A DISTANCE OF 49.81 FEET TO THE NORTH LINE OF LINE OF AN EXISTING SOLAR PANEL LEASE AREA FROM THE CITY OF URBANA; THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 84.03 FEET; THENCE SOUTH 1 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 327.09 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 231.91 FEET TO A LINE PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 35 MINUTES 21 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 831.62 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.



SCALE:  
1" = 150'

# EASEMENT EXHIBIT

## EASEMENT AREA SUMMARY:

98,693 SQUARE FEET (2.266 ACRES ±)

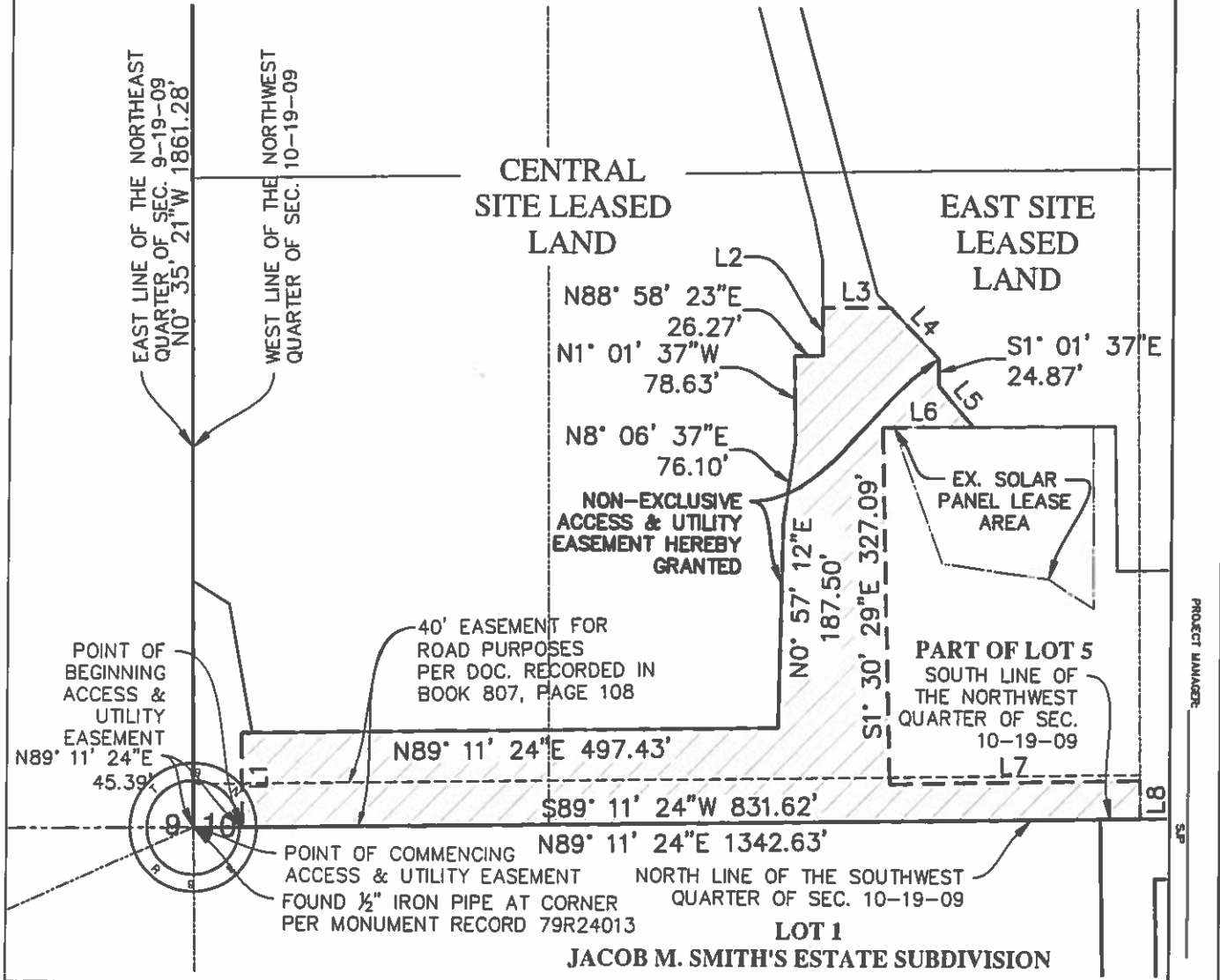
PIN: PART OF 91-21-10-151-006

### LEGEND

NON-EXCLUSIVE ACCESS &  
UTILITY EASEMENT  
HEREBY GRANTED



Parcel Line Table		
Line #	Direction	Length
L1	N0° 48' 36"W	86.28'
L2	N0° 33' 56"W	44.04'
L3	N89° 26' 04"E	61.92'
L4	S44° 02' 47"E	65.31'
L5	S40° 44' 35"E	49.81'
L6	S89° 24' 39"W	84.03'
L7	N88° 56' 29"E	231.91'
L8	S0° 35' 21"E	35.00'



### EASEMENT EXHIBIT

SCALE: 1" = 150'	DATE: 09/02/20	ENGINEER(S): JC	FILE NUMBER: A19-1367	SITE	OWNER/DEVELOPER	ENGINEER UTILITY INFRASTRUCTURE SOLUTIONS <b>hbk</b> ENGINEERING 921 WEST VAN BUREN, SUITE 100 CHICAGO, IL 60607 PHONE: (312) 432-0076 FAX: (312) 432-8231 STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION, LICENSE NO. 184-002308	<table border="1"> <tr><td>7</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td></tr> <tr><td>0</td><td></td><td></td></tr> <tr> <th>NO</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td colspan="4">REVISIONS</td> </tr> </table>	7			6			5			4			3			2			1			0			NO	DESCRIPTION	BY	DATE	REVISIONS			
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**After recording return to:**

Nexamp Capital, LLC  
101 Summer Street, 3rd Floor  
Boston, MA 02110  
ATTN: John Murphy

**FIRST AMENDMENT TO**  
**MEMORANDUM OF SOLAR FACILITY GROUND LEASE**  
**(CENTRAL)**

THIS FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of \_\_\_\_\_, 2021 by and between City of Urbana, Illinois, a municipal corporation (“**Landlord**”), and Solar Star Urbana Landfill Central, LLC, a Delaware limited liability company (“**Tenant**”).

**RECITALS**

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant previously entered into that certain Memorandum of Solar Facility Ground Lease recorded on May 8, 2020, as Document No. 2020R07628 with the Champaign County Recorder’s Office (the “**Memorandum**”).

C. Landlord and Tenant desire to execute and record this First Amendment to Memorandum of Solar Facility Ground Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Memorandum is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement

and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

**LANDLORD:**

City of Urbana, Illinois

By: \_\_\_\_\_

Name: Diane Wolfe Marlin

Title: Mayor

**ACKNOWLEDGMENT**

STATE OF ILLINOIS                    )  
  )     SS.  
COUNTY OF CHAMPAIGN            )

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_ [Seal]  
(Signature)

TENANT:

Solar Star Urbana Landfill Central, LLC,  
a Delaware limited liability company

By: Nexamp Capital, LLC  
a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: John T. Murphy  
Title: Senior Vice President

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  )     SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_ [Seal]  
(Signature)

**EXHIBIT A**  
**TO**  
**MEMORANDUM OF LEASE**

**Description of the Property**

**LEASED LAND LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 877.01 FEET TO A LINE BEING PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 86.28 FEET TO A LINE PARALLEL WITH AND 86.28 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 334.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 487.81 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 119.57 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 40.22 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST, A DISTANCE OF 576.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 19 SECONDS EAST, A DISTANCE OF 511.80 FEET; THENCE SOUTH 15 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 259.65 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 54 SECONDS EAST, A DISTANCE OF 38.61 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 86.87 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 1 DEGREE 1 MINUTE 37 SECONDS EAST, A DISTANCE OF 78.63 FEET; THENCE SOUTH 8 DEGREES 6 MINUTES 37 SECONDS WEST, A DISTANCE OF 76.10 FEET; THENCE SOUTH 0 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 187.50 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.

**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:**

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ORDINANCE NO. 2021-03-006

**AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY  
GROUND LEASE WITH SOLAR STAR URBANA LANDFILL EAST, LLC**

(Lease for Construction and Operation of Solar Array on East Portion of Landfill)

WHEREAS, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the City Council for the City of Urbana, Illinois, has a strong interest in fostering the development and use of sustainable, non-fossil fuel energy sources including, but not limited to, energy generated by solar power arrays; and

WHEREAS, the City owns certain property commonly known as the “Urbana Landfill Complex,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois (hereinafter, the “Landfill”); and

WHEREAS, the Champaign Urbana Solid Waste Disposal System (hereinafter, CUSWDS) owns certain property within the Landfill,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois; and

WHEREAS, the City is one of two members of CUSWDS; and

WHEREAS, for a period of years the Landfill operated as a landfill which operation ended decades ago; and

WHEREAS, the landfill operation on the Landfill was closed in accordance with then applicable environmental state and federal statutes, rules, and regulations; and

WHEREAS, the City and CUSWDS have maintained the Landfill since the same was closed; and

WHEREAS, since the closing, the portion of the Landfill subject to this ordinance has provided little or no economic value to the City or CUSWDS; and

WHEREAS, Urbana City Council and the CUSWDS Board approved An Ordinance Authorizing the Lease of Certain Real Estate to Solar Star Urbana Landfill East, LLC on April 13, 2020; and

WHEREAS, the lease agreement provides that Solar Star Urbana Landfill East, LLC would pay to the City and CUSWDS \$300,000 in one payment for a 15-year Lease for the array location on the east side of the Landfill Complex. Payments for the east solar array shall be made such that thirty-four percent (34%) is paid to the City and sixty-six percent (66%) is paid to CUSWDS; and

WHEREAS, the CUSWDS Board will also need to execute the Solar Facility Ground Lease with Solar Star Urbana Landfill East, LLC; and

WHEREAS, the City Council and CUSWDS deem it appropriate, consistent with its goal of fostering the development and maintenance of sustainable, non-fossil fuel energy including solar power, for the City to amend a Solar Facility Ground Lease with Solar Star Urbana Landfill East, LLC in substantially the form appended hereto and made a part hereof as Exhibit A and the exhibits appended to such Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:**

**Section 1.** The FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (East) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (East) and the exhibits appended thereto and incorporated therein in substantially the form appended hereto Exhibit A and incorporated herein by reference, shall be and the same is hereby authorized and approved.

**Section 2.** The Mayor of the City of Urbana, Illinois, shall be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois, and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said

execution of the FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (East) and  
FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (East),  
as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR OF THE CITY OF URBANA, ILLINOIS** this \_\_\_\_\_ Day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE**  
**(EAST)**

THIS FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of \_\_\_\_\_, 2021 by and between City of Urbana, Illinois, a municipal corporation and body politic and Champaign Urbana Solid Waste Disposal System (together, “**Landlord**”), and Solar Star Urbana Landfill East, LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant now desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Lease is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

LANDLORD:

City of Urbana, Illinois

By: \_\_\_\_\_  
Name: Diane Wolfe Marlin  
Title: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Champaign Urbana Solid Waste Disposal System  
By its members:

City of Urbana, Illinois

By: \_\_\_\_\_  
Name: Carol J. Mitten  
Title: City Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

Solar Star Urbana Landfill East, LLC,  
a Delaware limited liability company  
By: Nexamp Capital, LLC  
a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: John T. Murphy  
Title: Senior Vice President

City of Champaign, Illinois

By: \_\_\_\_\_  
Name: Dorothy Ann David  
Title: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### Description of the Property

#### LEASED LAND LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 877.01 FEET TO A LINE BEING PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 227.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.36 FEET; THENCE NORTH 1 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 133.01 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF AN EXISTING SOLAR PANEL LEASE AREA FROM THE CITY OF URBANA; THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE EXTENSION, A DISTANCE OF 131.53 FEET; THENCE NORTH 40 DEGREES 44 MINUTES 35 SECONDS WEST, A DISTANCE OF 49.81 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.87 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 82.40 FEET; THENCE NORTH 15 DEGREES 23 MINUTES 05 SECONDS WEST, A DISTANCE OF 378.55 FEET; THENCE NORTH 2 DEGREES 27 MINUTES 18 SECONDS WEST, A DISTANCE OF 63.24 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 432.05 FEET; THENCE SOUTH 49 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 389.15 FEET; THENCE SOUTH 15 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 158.61 FEET; THENCE SOUTH 0 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 427.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 355.60 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.49 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING, CONTAINING 449,738 SQUARE FEET, MORE OR LESS, ALL IN THE CITY OF URBANA, IN CHAMPAIGN COUNTY, ILLINOIS.

#### NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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# EASEMENT EXHIBIT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PROJECT MANAGER: \_\_\_\_\_

## EASEMENT EXHIBIT

SCALE: NTS	DATE: 09/02/20	ENGINEER(S): JC	FILE NUMBER: A19-1367	SITE	OWNER/DEVELOPER	ENGINEER  UTILITY INFRASTRUCTURE SOLUTIONS		921 WEST VAN BUREN, SUITE 100 CHICAGO, IL 60607 PHONE: (312) 432-0076 FAX: (312) 432-0231 STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION, LICENSE NO. 184-001308	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>0</td><td></td><td></td><td></td></tr> </table>	7				6				5				4				3				2				1				0			
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**After recording return to:**

Nexamp Capital, LLC  
101 Summer Street, 3rd Floor  
Boston, MA 02110  
ATTN: John Murphy

**FIRST AMENDMENT TO**  
**MEMORANDUM OF SOLAR FACILITY GROUND LEASE**  
**(EAST)**

THIS FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of \_\_\_\_\_, 2021 by and between City of Urbana, Illinois, a municipal corporation and body politic and Champaign Urbana Solid Waste Disposal System (together, “**Landlord**”), and Solar Star Urbana Landfill East, LLC, a Delaware limited liability company (“**Tenant**”).

**RECITALS**

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant previously entered into that certain Memorandum of Solar Facility Ground Lease recorded on May 8, 2020, as Document No. 2020R07627 with the Champaign County Recorder’s Office (the “**Memorandum**”).

C. Landlord and Tenant desire to execute and record this First Amendment to Memorandum of Solar Facility Ground Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Memorandum is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

**LANDLORD:**

City of Urbana, Illinois

By: \_\_\_\_\_

Name: Diane Wolfe Marlin

Title: Mayor

**ACKNOWLEDGMENT**

STATE OF ILLINOIS                    )  
  )     SS.  
COUNTY OF CHAMPAIGN            )

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_ [Seal]  
(Signature)

Champaign Urbana Solid Waste Disposal System  
By its members:

City of Urbana, Illinois

By: \_\_\_\_\_  
Name: Carol J. Mitten  
Title: City Administrator

**ACKNOWLEDGMENT**

STATE OF ILLINOIS            )  
  )     SS.  
COUNTY OF CHAMPAIGN    )

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_ [Seal]  
(Signature)

Champaign Urbana Solid Waste Disposal System  
By its members:

City of Champaign, Illinois

By: \_\_\_\_\_  
Name: Dorothy Ann David  
Title: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ILLNOIS                    )  
  )     SS.  
COUNTY OF CHAMPAIGN         )

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Witness my hand and official seal.

\_\_\_\_\_ [Seal]  
(Signature)



TENANT:

Solar Star Urbana Landfill East, LLC,  
a Delaware limited liability company  
By: Nexamp Capital, LLC  
a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: John T. Murphy  
Title: Senior Vice President

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  )     SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_ [Seal]  
(Signature)

**EXHIBIT A**  
**TO**  
**MEMORANDUM OF LEASE**

**Description of the Property**

**LEASED LAND LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 877.01 FEET TO A LINE BEING PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 227.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.36 FEET; THENCE NORTH 1 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 133.01 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF AN EXISTING SOLAR PANEL LEASE AREA FROM THE CITY OF URBANA; THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE EXTENSION, A DISTANCE OF 131.53 FEET; THENCE NORTH 40 DEGREES 44 MINUTES 35 SECONDS WEST, A DISTANCE OF 49.81 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.87 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 82.40 FEET; THENCE NORTH 15 DEGREES 23 MINUTES 05 SECONDS WEST, A DISTANCE OF 378.55 FEET; THENCE NORTH 2 DEGREES 27 MINUTES 18 SECONDS WEST, A DISTANCE OF 63.24 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 432.05 FEET; THENCE SOUTH 49 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 389.15 FEET; THENCE SOUTH 15 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 158.61 FEET; THENCE SOUTH 0 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 427.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 355.60 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.49 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING, CONTAINING 449,738 SQUARE FEET, MORE OR LESS, ALL IN THE CITY OF URBANA, IN CHAMPAIGN COUNTY, ILLINOIS.

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ORDINANCE NO. 2021-03-007

**AN ORDINANCE APPROVING AN EASEMENT WITH AMEREN ILLINOIS**

(Easement for Construction and Operation of Solar Array on Central Portion of Landfill)

WHEREAS, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the City Council for the City of Urbana, Illinois, has a strong interest in fostering the development and use of sustainable, non-fossil fuel energy sources including, but not limited to, energy generated by solar power arrays; and

WHEREAS, the City owns certain property commonly known as the “Urbana Landfill Complex,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois (hereinafter, the “Landfill”); and

WHEREAS, for a period of years the Landfill operated as a landfill which operation ended decades ago; and

WHEREAS, the landfill operation on the Landfill was closed in accordance with then applicable environmental state and federal statutes, rules, and regulations; and

WHEREAS, the City has maintained the Landfill since the same was closed; and

WHEREAS, since the closing, the portion of the Landfill subject to this ordinance has provided little or no economic value to the City; and

WHEREAS, Urbana City Council approved two ordinances authorizing solar facility ground leases with Solar Star Urbana Landfill Central, LLC on April 13, 2020; and

WHEREAS, the lease agreement provides that Solar Star Urbana Landfill Central, LLC would pay to the City a one-time lump sum of \$300,000 for a 15-year lease period; and

WHEREAS, the City Council deems it appropriate, consistent with its goal of fostering the development and maintenance of sustainable, non-fossil fuel energy including solar power for the City to enter into an easement with Ameren Illinois in substantially the form appended hereto and made a part hereof as Exhibit A and the exhibits appended to such Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:**

**Section 1.** The Easement, as well as the exhibits appended thereto and incorporated therein in substantially the form appended hereto Exhibit A and incorporated herein by reference, shall be and the same is hereby authorized and approved.

**Section 2.** The Mayor of the City of Urbana, Illinois, shall be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois, and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said execution of the Easement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR OF THE CITY OF URBANA, ILLINOIS,** this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

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**REMS INFORMATION**

Agreement ID:

Project ID:

**EASEMENT**  
(Electric)

901 North Smith Road, Urbana, IL PIN No. 91-21-10-151-006

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, that **CITY OF URBANA**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 10, Township 19 North, Range 9 East, of the 3rd Principal Meridian, in Champaign County, State of Illinois, to-wit:

**Property Description:**

The West Twenty (20) Rods of the Southwest Quarter of the Northwest Quarter of Section (10), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, being the West Ten (10) acres of Lots Five (5) and Six (6) of a Subdivision of the Northwest Quarter of Section Ten (10), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, in Champaign County, Illinois; also a part of Lots Five (5) and Six (6) of a Subdivision of the Northwest Quarter of Section (10), Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, described as follows: Commencing Twenty (20) Rods East of the Southwest Corner of Lot Five (5) aforesaid, thence East 547 feet, thence North 1091 feet, thence West 547 feet, thence South 1091 feet to the point of beginning, in Champaign County, Illinois.

**Easement Description:**

Commencing at the Southeast corner of the above described as the point of beginning of the easement to be described; thence Westerly along the South line of said property, a distance of 240 feet; thence Northerly parallel with the East line of said property, a distance of 60 feet; thence Easterly parallel with the South line of said property, a distance of 175 feet; thence Southerly parallel with the East line of said property, a distance of 45 feet; thence Easterly parallel with the South line of said property, a distance of 65 feet to a point on the East line of said property; thence Southerly along the East line of said property, a distance of 15 feet to the point of beginning. Also see exhibit.

together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

\_\_\_\_\_  
CITY OF URBANA

**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):



to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires \_\_\_\_\_

Notary Public \_\_\_\_\_

Prepared By: Jason Zumwalt

Return To: Ameren Illinois, 1112 West Anthony Drive,  
Urbana, IL 61802

[initials]

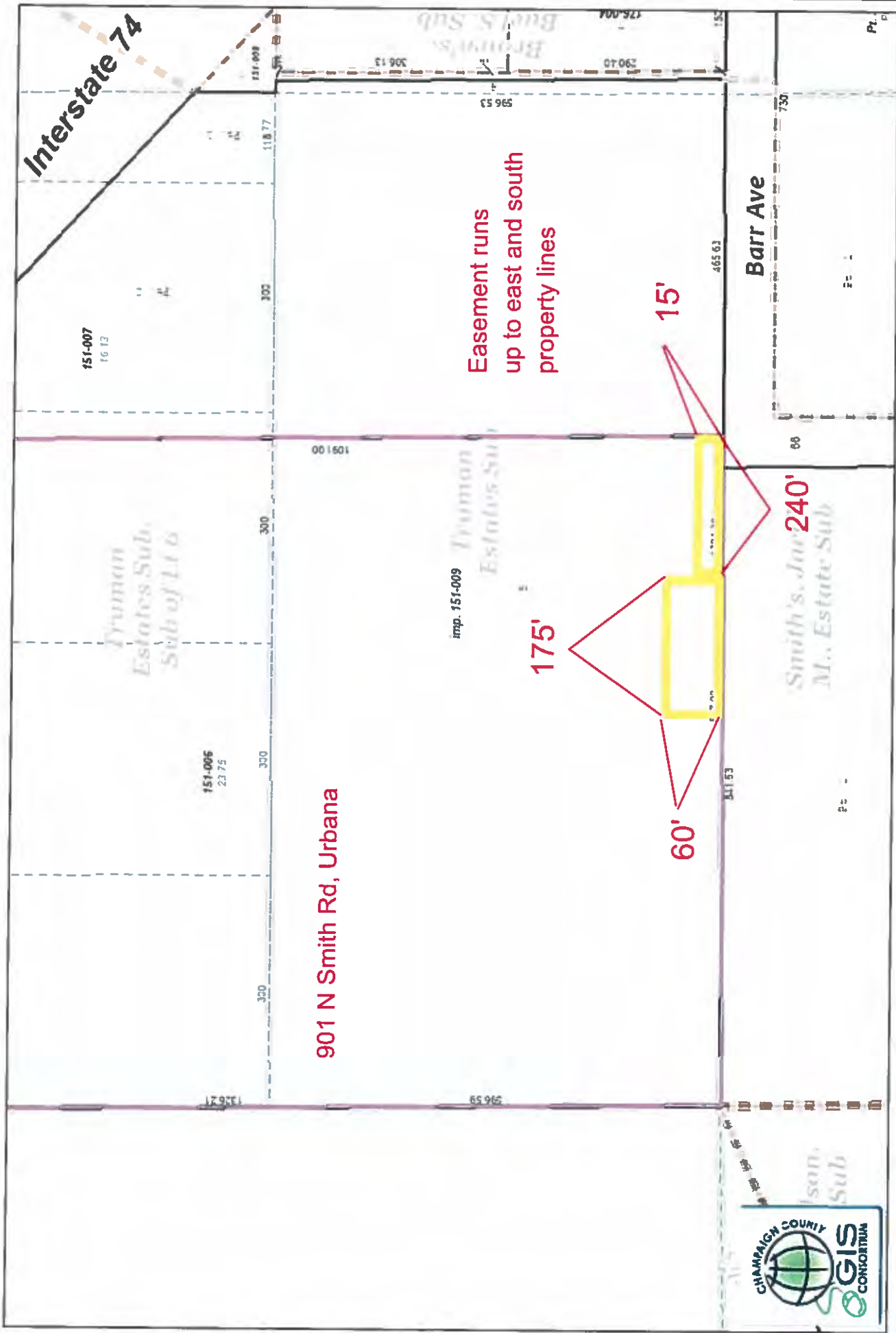
WR#:

Facility Name:

[location reference or coordinates]

02/23/2021

# 91-21-10-151-006 Sec 10, Twp 19N, Rng 9E



Interstate 74

901 N Smith Rd, Urbana

Easement runs up to east and south property lines

175'

60'

15'



110

Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.

Date: Monday, November 9, 2020



NORTH